

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM592860

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GIMBAL, INC.		08/18/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	EAST WEST BANK		
Street Address:	1320 EAST 7TH STREET, SUITE 200		
Internal Address:	ATTN: KEITH PETERSON		
City:	LOS ANGELES		
State/Country:	CALIFORNIA		
Postal Code:	90021		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4329439	GIMBAL	
Registration Number:	4495781	FYX	
Registration Number:	4515537	PAY	
CORRESPONDENCE DATA			
Fax Number:	3102843894		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	4242393744		
Email:	susan.yates@btlaw.com		
Correspondent Name:	Susan Yates		
Address Line 1:	2029 Century Park E Ste 300		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
NAME OF SUBMITTER:	Susan Yates		
SIGNATURE:	/Susan Yates/		
DATE SIGNED:	08/19/2020		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Closing Date by and between EAST WEST BANK ("Bank") and GIMBAL, INC. ("Grantor").

RECITALS

A. In consideration of any credit or other financial accommodation heretofore, now or hereafter extended or made to PAEDAE, INC., a Delaware corporation ("Borrower") by Bank, and for other valuable consideration, as security for the payment of all Obligations of Borrower to Bank arising out of or related to that certain Loan and Security Agreement (as the same may be amended, restated, modified, or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement) of even date herewith by and between Borrower and Bank and/or the Loan Documents (as defined in the Loan Agreement), Grantor hereby grants to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Borrower under the Loan Agreement.

B. Pursuant to the terms of the Security Agreement (as the same may be amended, restated, modified, or supplemented from time to time) of even date herewith, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral (as defined therein).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the obligations of Borrower under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank, as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, of any or all other rights, powers or remedies.

Grantor hereby authorizes Bank to file and/or record, in the relevant office(s), including the United States Patent and Trademark Office and the United States Copyright Office, this Intellectual Property Security Agreement and any and all amendments and/or modifications hereto, including to the Exhibits attached hereto from time to time, and other documents, without the signature of Grantor either in Bank's name or in the name of Bank as Bank and attorney-in-fact for Grantor.

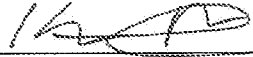
Sections 11 (Choice of Law and Venue; Jury Trial Waiver; Judicial Reference) of the Loan Agreement is incorporated herein by this reference as though set forth in full.

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

GIMBAL, INC.

Signature: 

Print Name: Keith Petersen

Title: General Counsel

Address:

Attention: Keith Petersen

1320 East 7th Street Suite 200

Los Angeles, CA 90021

email: keith.petersen@gimbal.com

BANK:

EAST WEST BANK

Signature: _____

Print Name: _____

Title: _____

Address:

Attention: Bill Allen, Managing Director

2350 Mission College Blvd., Suite 988

Santa Clara, CA 95054

Email: bill.allen@eastwestbank.com

[Signature Page to Intellectual Property Security Agreement]
[Gimbal, Inc.]

DMS 17705280

TRADEMARK
REEL: 007028 FRAME: 0671

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

GIMBAL, INC.

Signature: _____

Print Name: _____

Title: _____

Address:

Attention: Keith Petersen

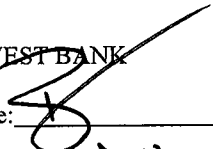
1320 East 7th Street Suite 200

Los Angeles, CA 90021

email: keith.petersen@gimbal.com

BANK:

EAST WEST BANK

Signature:  _____

Print Name: William D Allen

Title: Managing Director

Address:

Attention: Bill Allen, Managing Director

2350 Mission College Blvd., Suite 988

Santa Clara, CA 95054

Email: bill.allen@eastwestbank.com

[Signature Page to Intellectual Property Security Agreement]
[Gimbal, Inc.]

DMS 17705280

TRADEMARK
REEL: 007028 FRAME: 0672

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

EXHIBIT B

Patents

Description

Patent/App. No.

File Date

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
GIMBAL	85641491 / 4329439	June 1, 2012
FYX	85757429 / 4495781	October 18, 2012
PAY	85740264 / 4515537	September 27, 2012